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IN THE SECOND JUDICIAL DISTRICT COURT

IN AND FOR DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of:

**ALLISON KIMBALL,
Petitioner,**

and

**ACLAN ABDULKADIR SUHA KAM,
Respondent.**

**DECREE OF DIVORCE
(Default Proceedings)**

Case No. 264700141

Judge: Joseph Bean

Commissioner: Julie Winkler

The court, having reviewed the pleadings on file, and the default of Aclan Abdulkadir Suha Kam ("Aclan") having been duly entered by the Clerk of the Court, and being more fully advised in the premises, and the Court having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing in the record; and upon the written motion of Allison Kimball ("Allison"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

JURISDICTION

1. Petitioner is an actual and bona fide resident of Davis County, State of Utah, and has been for at least 90 days immediately prior to the commencement of this action.

2. This Court's exercise of jurisdiction is proper under, among other authorities, U.C.A § 78A-5-102 (general jurisdiction of district courts), U.C.A § 78B-14-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")) and other governing state law.

3. Utah has jurisdiction over custody and parent time under the Utah Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. § 78B-13-201 *et seq.*

4. Jurisdiction is proper in this court pursuant to Utah Code Ann. § 78A-5-102.

5. Venue is proper in this court pursuant to Utah Code Ann. § 81-4-402

MARRIAGE AND GROUNDS FOR DIVORCE

6. Petitioner and Respondent ("the Parties") are husband and wife, having been married in Salt Lake County, Utah on May 9, 2023.

CHILDREN

7. Three children have been born as issue of the marriage, to wit:

- a. AVK, born December 25, 2022
- b. ECK, born August 29, 2020
- c. MSSK, born March 19, 2018

2. No additional children have been born as issue of the marriage, and none are expected.

3. The State of Utah has jurisdiction over the minor children in this case as the children have resided in the State of Utah for at least six (6) months prior to this action

being filed. Utah is the home state of the minor child pursuant to Utah Code Ann. § 78B-13-201(1)(a).

Grounds for Divorce

10. The Court shall decree the dissolution of the Parties' marriage on the grounds of irreconcilable differences, pursuant to Utah Code § 81-4-405.

Custody and Parent time

11. It is in the best interest of the Parties' minor children that Petitioner shall be awarded sole physical custody subject to Respondent's parent time. Respondent shall be awarded parent time as the parties agree or, if they cannot agree, pursuant to Utah Code § 81-9-209 and such visitation must be supervised by a professional third-party supervisor or a supervisor approved by Petitioner.

Legal Custody and Parenting Plan

12. It is in the best interest of the Parties' minor children that Petitioner be awarded sole legal custody.

13. Decisions Regarding Raising the Child

14. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the child is residing at the time.

15. Either party may make emergency decisions regarding the health and safety of the children.

Holidays

16. If the Parties cannot agree on a holiday/summer parent time schedule, the default holiday/summer parent time schedule found in Utah Code Ann. § 81-9-209 shall

govern with Petitioner designated as the custodial parent.

Virtual Parent Time

17. Both parents shall allow liberal phone and other virtual communication (e.g.FaceTime, etc.) with the other parent and shall encourage the children to call the other parent.

18. Each parent shall allow the minor children to contact the other parent at any time the minor children desire to have telephone or virtual contact.

19. Each party shall have the right to contact the children at reasonable times and for reasonable durations.

20. These calls shall not be unreasonably denied by the parent who has the children, as long they do not conflict with existing plans or scheduled events, or interfere with the children's customary routine, thereby causing emotional discomfort.

Communication Between Parties

21. Neither party shall ask or attempt in any way to have the children transfer messages between the Parties, whether verbal or written. Communication should be between the Parties and not through third parties unless both Parties mutually agree otherwise.

Respect and Cooperation

22. Both Parties recognize that the best interest of the children requires the Parties to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents should use their best efforts to foster the

development and maintenance of positive relationships with the children by encouraging affection and promoting respect and good feelings toward the other parent. In addition:

- a. Neither parent should attempt to harm or alienate the relationship the other parent has with the children in any form. Neither parent should make or allow another person or agent within their control or influence to make any disparaging comments about the other person or the other person's spouse or significant other in the presence of or within earshot of the children, including making posts on social media.
- b. The parents should not involve the child in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their child to obtain their input.

6. The "Advisory Guidelines" as set forth in Utah Code Ann. § 81-9-202 shall be binding upon the Parties except as otherwise set forth herein.

Contact Information

24. The parties should keep each other informed as to changes in residential addresses, phone numbers, email addresses, and any other important contact information, including how to be reached in the event of an emergency.

Non-Interference with Parent Time

25. Both Parties should not interfere with each other's parent time in any form. If either parent denies physical access to scheduled parent time without just cause, that parent should pay all mediation or litigation costs associated with resolving the violation and to ensure freedom from future violations.

Relocation of a Parent

26. If a party intends to relocate 150 miles or more from the other party, then the parties must comply with the notice provisions of U.C.A. § 81-9-209.

Adjustments or Modifications

27. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both Parties, and filed with the Court. Temporary or minor changes may be made whenever the Parties agree.

Failure to Comply

28. If a parent fails to comply with any of the provisions set forth above under this Parenting Plan, the other parent's obligations under said section should not be affected.

Child Support

29. Child support shall be calculated and awarded using a Sole Custody Child Support Obligation Worksheet and based on the parties' current respective gross monthly incomes, with Petitioner having sole custody, in compliance with the Utah Child Support Act, Utah Code Ann. § 81-6-101, et seq.

30. The child support obligation shall continue through the end of the month a child becomes 18 years of age, or through the end of the month of the child's normal and expected date of graduation from high school, whichever occurs later. Pursuant to Utah Code Ann. § 81-6-213, there should be an automatic adjustment to child support if and when a child becomes emancipated.

31. In order to collect child support, the receiving parent shall be entitled to

mandatory income withholding relief pursuant to Utah Code Ann. §§ 81-6-106 *et seq.* and 81-6-107 *et seq.* Said income withholding procedure should apply to existing and future payors of the non-custodial parent. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until such time as the paying parent no longer owes child support to the receiving parent. Should the receiving parent elect this income withholding procedure any administrative fees should be assessed according to statute.

32. Any child support payable by the paying parent shall be paid on the first day of each month or at the election of the obligor parent by paying one-half of the amount due not later than the 5th day of each month and the remaining half not later than the 20th day of each month.

33. Under Utah Code Ann. § 81-6-202, the Parties have the right to adjust the child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211, if a child receives TANF benefits at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount. Under Utah Code Ann. § 81-6-202, the Parties have the right to modify the child support order at any time by petition if there has been a substantial change in circumstances because of (i) material changes in custody; (ii) material changes in

the relative wealth or assets of the parties. (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; (vi) material changes in the legal responsibilities of either parent for the support of others; and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both Parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

Extracurricular Activity and School Fees

34. In addition to child support, the Parties should share equally any expenses related to the child's extracurricular activities that they both agree to in writing and mandatory school fees. In the event that a party desires to have the child participate in an extracurricular activity that the other party refuses to agree to, that party may still enroll the child in the activity, as long as that party pays for the activity and the activity does not interfere with the other party's parent time.

Health Insurance and Medical/Dental Expenses

35. The parties shall be ordered to maintain health insurance for the minor children and shall share equally in any health insurance premiums and out-of-pocket medical, dental, pharmaceutical, optical, orthodontia, and mental health expenses (including deductibles, co-payments, etc.) incurred for the minor children pursuant to Utah

Code § 81-6-208.

36. The party incurring the medical expense for the parties' minor children should provide written verification of the cost and payment of the expense to the other parent within thirty (30) days of incurring such expense. A party's failure to provide the necessary verification as required herein may result in a denial of the right to reimbursement.

Taxes

37. Petitioner shall be entitled to claim the minor children on her tax return each year.

Alimony

38. Neither party shall be awarded alimony.

Real Property

39. No order regarding real property needs to be entered.

Personal Property

40. Any personal property acquired prior to the marriage or after the date of separation shall be awarded as separate property to the party who acquired it.

41. Any other personal property shall be divided as the parties have already divided it.

Bank & Other Financial Accounts

42. Each party shall be awarded an equal share of any checking, savings, and other financial accounts acquired during the marriage which contains marital funds. Any accounts related to separate property, or which contains separate property shall be awarded

solely to the party to whom the separate property is awarded.

Marital Debts, Obligations and Liabilities

43. The Parties are unaware of any joint marital debt.

44. The Parties shall each be responsible for any debts incurred individually or since the date of separation.

45. Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner is ordered to pay, and Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay.

46. Pursuant to U.C.A. §§ 15-4-6.5, 81-3-105 and 81-4-501, the Parties shall provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Attorneys Fees

47. Respondent shall pay Petitioner's attorney fees, as provided for in Utah Code Ann. § 81-1-203.

----END OF ORDER----

SEE COURT'S ELECTRONIC SIGNATURE AT THE TOP OF THE FIRST PAGE

RULE 7 NOTICE

Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, this Decree shall become the Order of the Court unless an objection is filed within seven (7) days after service

CERTIFICATE OF SERVICE

On the 27th day of May 2026, I hereby certify that I caused the foregoing document to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Aclan Abdulkadir Suha Kam
mustafademir@makpartners.com

() U.S. mail, first-class, postage prepaid
() Facsimile

Respondent

- ☐ Electronic Filing
- ☐ Hand Delivery
- ☐ Overnight courier
- ☒ Email